

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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STATE FARM AUTOMOBILE INSURANCE COMPANY  
a/s/o MATTHEW RENNICK,

Plaintiff,

**Civil Action No.:**  
Civil Action No.:

**Plaintiff Demands a  
Trial by Jury**

-against-

UNITED STATES OF AMERICA,

Defendant.

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**COMPLAINT**

Plaintiffs, STATE FARM AUTOMOBILE INSURANCE COMPANY a/s/o MATTHEW RENNICK, by their attorneys, LAW OFFICES OF STUART D. MARKOWITZ, P.C., as and for their Complaint, alleges the following upon information and belief:

**PARTIES**

1. That at all times hereinafter mentioned, plaintiff STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY (hereinafter referred to as "STATE FARM"), is a foreign corporation, with a principal place of business in Illinois.
2. That at all times hereinafter mentioned, plaintiff STATE FARM, was and still is an insurance company duly authorized to transact the business of issuing automobile insurance policies in the State of New York.
3. That at all times hereinafter mentioned, STATE FARM'S Subrogor MATTHEW RENNICK, (hereinafter referred to as "Subrogor"), was and still is a resident of the State of New York.
4. Upon information and belief, at all times hereinafter mentioned, defendants THE UNITED STATES OF AMERICA (hereinafter referred to as "USA") is a constituted department of the United States Government.
5. That upon information and belief, at all times hereinafter mentioned, defendant LAMONT MELENDEZ (hereinafter referred to as "MELENDEZ"), was and is a resident of the State of New York.

**JURISDICTION**

6. Jurisdiction of this Court is founded upon 28 U.S.C.1346(b) and 28 U.S.C. §2671-2680 as defendant USA is being sued herein for actions committed by persons acting on behalf of the United States.

**VENUE**

7. Venue is proper in this District pursuant to 28 U.S.C.1391(a)(2), since a substantial number of the events or omissions giving rise to the claims herein occurred within this District or were committed here and the property that is the subject of the action is situated within this District.

**FACTS**

8. That upon information and belief, at all times hereinafter mentioned, defendant USA was and is a duly constituted department of the United States Government.

9. That upon information and belief, at all times hereinafter mentioned, defendant USA was the registered owner of a 2011 Chevrolet bearing New York license plate G4314891.

10. That upon information and belief, at all times hereinafter mentioned, defendant MELENDEZ was the driver/operator of the 2011 Chevrolet bearing license plate G4314891, owned by and registered to defendant USA.

11. Prior to May 20, 2015, in the course of plaintiff's business, plaintiff STATE FARM issued an automobile insurance policy to Subrogor, insuring Subrogor's vehicle, a 2010 Mercedes Benz, bearing New York license plate ERS5797.

**AS AND FOR A FIRST CAUSE OF ACTION**

12. Plaintiff repeats, reiterates and realleges each and every allegation contained in the preceding paragraphs of this Verified Complaint numbered, "1" through "11" inclusive, with the same force and effect as though fully set forth herein at length.

13. That on or about May 20, 2015, the 2011 Chevrolet, which was being operated by defendant MELENDEZ and which was owned by and registered to defendant USA, struck the 2015 Lexus, bearing New York license plate GXS1942, which was owned and operated by

plaintiff's Subrogor.

14. That the motor vehicle owned by and registered to defendant USA was at the time of the aforementioned automobile accident, being operated and driven by defendant MELENDEZ, with the full knowledge, consent, permission, and authority of defendant USA.

15. That defendant USA knew or should have known that defendant MELENDEZ would operate said motor vehicle in a reckless, careless, negligent, and dangerous manner.

16. That on or about May 20, 2015, defendant MELENDEZ operated his vehicle in a careless, reckless and negligent manner in that he struck plaintiff's Subrogor's vehicle on the rear. Defendant MELENDEZ was cited for "Turning Improperly." A copy of said Police Report is attached hereto.

17. That the aforementioned incident on May 20, 2015, was caused solely by the carelessness, recklessness and negligence of defendants USA and MELENDEZ in the operation, use, and control of said automobile.

18. That the aforesaid damages were caused without any negligence on the part of Subrogor contributing thereto.

19. That plaintiff reserves the right to plead Res Ipsa Loquitur at the time of trial.

20. That solely as a result of the foregoing, plaintiff STATE FARM, pursuant to the provisions of its insurance policy, paid to Subrogor the sum of \$2,477.90, all resulting from the negligence of defendants USA and MELENDEZ.

21. That by virtue of said payments, and in accordance with the provision contained in its insurance policy, plaintiff STATE FARM became subrogated to all the rights of Subrogor to recover against defendants USA and MELENDEZ, for any and all sums of money paid under said policy.

22. Prior to the institution of this action, this claim was presented to defendant USA for its review pursuant to 28 U.S.C. §2675.

23. That as a result of the foregoing, plaintiff STATE FARM has been damaged in the sum of \$2,477.90, no part of which has been paid, despite due demand therefor.

WHEREFORE, plaintiff STATE FARM AUTOMOBILE INSURANCE COMPANY a/s/o MATTHEW RENNICK, demands judgment in its favor and against defendants, THE UNITED STATES OF AMERICA, UNITED STATES MARSHALS SERVICE and LAMONT MELENDEZ, jointly and severally, in the amount of \$2,477.90, together with interest thereon from May 20, 2015, including the costs and disbursements of this action.

Dated: Jericho, New York  
July 26, 2016

Yours etc.,

LAW OFFICES OF  
STUART D. MARKOWITZ, P.C.

  
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